

UNITED STATES DISTRICT COURT
for the
WESTERN DISTRICT OF WISCONSIN

U.S. BANK NATIONAL ASSOCIATION,
a national banking association,

Plaintiff,

v.

SPORTS ADVISORS, INC.
a Wisconsin corporation,

CIVIL ACTION NO.: 15-cv-461

and

MICHAEL R. BAUER
individually,

Defendants.

COMPLAINT

Plaintiff, U.S. Bank National Association, for its Complaint against Sports Advisors, Inc. and Michael R. Bauer, alleges as follows:

I. JURISDICTION AND PARTIES

1. Plaintiff, U.S. Bank National Association (“USB”), is a national banking association organized and existing under the laws of the United States of America, and is a citizen of Ohio pursuant to 28 U.S.C. 1348 with its main office at 425 Walnut Street, Cincinnati, Ohio.

2. Defendant, Sports Advisors, Inc. (“Sports Advisors”), is a Wisconsin business corporation, in the business of providing sports management to athletes, with its principal office at 123 East Main Street, Suite 300, Madison, Wisconsin.

3. Defendant, Michael R. Bauer (“Bauer”), is an adult citizen of Wisconsin, residing at 919 Shorewood Boulevard, Madison, Wisconsin, and is a licensed Wisconsin lawyer and owner and officer of Sports Advisors.

4. This action is of a civil nature involving, without interest and costs, a sum in excess of \$75,000.00.

5. This Court has jurisdiction pursuant to 28 U.S.C. Section 1332(a) as the parties are citizens of different states and the amount in controversy exceeds \$75,000.00.

6. Venue in this Court is proper pursuant to 28 U.S.C. Section 1391(b) as a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

II. CLAIM FOR RELIEF AGAINST SPORTS ADVISORS (on Promissory Note)

7. Sports Advisors executed and delivered to USB a Revolving Credit Note dated January 31, 2014 and a Revolving Credit Agreement dated January 31, 2014 (herein referred to collectively as the “Note”) promising to pay to Plaintiff the principal sum of \$500,000.00 with interest at a variable rate set forth in the Note. A true and correct copy of the Revolving Credit Note is attached as Exhibit 1 and a true and correct copy of the Revolving Credit Agreement is attached as Exhibit 2.

8. The maturity date of the Note is January 31, 2015 and Sports Advisors has not paid the amounts owed under the Note. Sports Advisors is in default under the Note.

9. As of July 20, 2015, Sports Advisors owes USB the following amounts under the Note:

Note Principal Balance:	\$500,000.00
Note Interest:	\$ 11,864.58
Attorneys’ Fees:	<u>\$ 1,375.00</u>
Total:	\$513,239.58*

*Interest continues to accrue on the unpaid principal balance at the rate set forth in the Note (a variable interest rate, currently \$59.02778 per day),

together with all attorneys' fees, costs, expenses and disbursements incurred before and after entry of judgment in this case, and incurred in connection with enforcing the terms of the Note, the judgment entered in this case, and collecting the indebtedness, which shall continue to be the obligations of Sports Advisors to USB until paid in full.

III. CLAIM FOR RELIEF AGAINST SPORTS ADVISORS (Replevin)

10. USB realleges paragraphs 1 through 9 above as though fully set forth at length herein.

11. In order to secure payment of amounts owed by Sports Advisors to USB, Sports Advisors executed and delivered to USB a Business Security Agreement dated January 31, 2014 (the "Security Agreement"). A true and correct copy of the Security Agreement is attached as Exhibit 3.

12. The Security Agreement granted to USB a security interest in the assets of Sports Advisors described as the "Collateral" in the attached Security Agreement.

13. The security interest against the Collateral was perfected by the filing of a UCC Financing Statement with the Wisconsin Department of Financial Institutions on April 15, 2014, as evidenced by the copy of the UCC Financing Statement attached as Exhibit 4.

14. Pursuant to the terms of the Security Agreement and the Wisconsin Uniform Commercial Code (Sec. 409.101 et seq.) and applicable law, USB is entitled to possession of the Collateral due to the default of Sports Advisors under the Note, and USB is entitled to damages for the withholding of the same by Sports Advisors.

15. The security interest of USB in and against the Collateral has priority over and is senior and superior to the right, title, lien, security interest or any interest of Sports Advisors or Bauer.

IV. CLAIM FOR RELIEF AGAINST BAUER (Guaranty)

16. USB realleges paragraphs 1 through 15 above as though fully set forth at length herein.

17. Bauer executed and delivered to USB his Unlimited Continuing Guaranty dated January 31, 2014 (the “Guaranty”) promising to pay to USB all debts and obligations of Sports Advisors owed to USB, including, but not limited to, obligations evidenced by or arising under the Note, and all costs, expenses and attorneys’ fees incurred by USB in enforcing the Guaranty and collecting any indebtedness owed to USB under the Guaranty. A true and correct copy of the Guaranty is attached as Exhibit 5.

18. As of July 23, 2015, Bauer owes USB the following amounts under the Guaranty:

Note Principal Balance:	\$500,000.00
Note Interest:	\$ 11,864.58
Attorneys’ Fees:	<u>\$ 1,375.00</u>
Total:	\$513,239.58*

*Interest continues to accrue on the unpaid principal balance at the rate set forth in the Note (a variable interest rate, currently \$59.02778 per day),

together with all attorneys’ fees, costs, expenses and disbursements incurred before and after entry of judgment in this case, and incurred in connection with enforcing the terms of the Guaranty, the judgment entered in this case, and collecting the indebtedness, which shall continue to be the obligations of Bauer to USB until paid in full.

V. DEMAND FOR JUDGMENT

WHEREFORE, USB demands:

A. Judgment against Sports Advisors in the amount of \$513,239.58, plus per diem interest at the variable interest rate set forth in the Note;

B. Judgment of replevin, granting USB possession of all Collateral described in the Security Agreement, or a sum equal to the value of said Collateral in case delivery cannot be had;

C. Judgment for recovery from Sports Advisors of all costs and expenses, disbursements and attorneys' fees, incurred by USB before and after entry of judgment in this case, in connection with enforcing the Note and Security Agreement, the judgment entered in this case and in collecting the indebtedness until paid in full;

D. Judgment against Bauer in the amount of \$513,239.58, plus per diem interest at the variable interest rate set forth in the Note;

E. Judgment for recovery from Bauer of all costs and expenses, disbursements and attorneys' fees, incurred by USB before and after entry of judgment in this case, in connection with enforcing the Guaranty, the judgment entered in this case and in collecting the indebtedness until paid in full; and

F. Such other relief as the Court deems just and proper.

Dated: July 24, 2015

By: s/ Zach Whitney

Zach Whitney

Bar Number: 1046655

Matthew P. Gerdisch

Bar Number: 1016013

Attorneys for Plaintiff

KOHNER, MANN & KAILAS, S.C.

Washington Building

4650 North Port Washington Road

Milwaukee, WI 53212-1059

Telephone: 414-962-5110

Facsimile: 414-962-8725

zwhitney@kmksc.com

mgerdisch@kmksc.com